

Iowa Workforce  
Development Department

AND

REGIONAL GRANT  
AGREEMENT

Region 11

## ARTICLE 1 DEFINITIONS

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Workforce Investment Act - WIA (A)  
Promise Jobs - PJ (P)  
Strategic Workforce Development Fund/New Employment Opportunity Fund (when applicable) - SWD/NEOF (S)

**Iowa Workforce Development  
Regional Grant Agreement  
Region 11**

**Department:**

Iowa Workforce Development Department  
1000 East Grand Avenue  
Des Moines, Iowa 50319-0209

**Regional Grantee:**

Central Iowa Employment and Training  
Consortium  
215 Watson Powell Jr. Way  
Des Moines, IA 50309

Effective Date: July 1, 2000

Expiration Date: June 30, 2005

Agreement Number: 1-W-11-FR-0

Modification Number: - 0 -

Sub-sections:

- Welfare to Work (W0)
- Iowa Workforce Development/  
Staffing Fiscal Agent (I0)
- Workforce Investment Act (A0)
- Promise Jobs (P0)
- Strategic Workforce Development/  
*New Employment Opportunity  
Fund (when applicable) (S0)*

Federal ID Number: 42-118076700

\*\*\*\*\*  
This Agreement is entered into between the Iowa Workforce Development Department, hereinafter referred to as the Department, Iowa Workforce Development, or IWD, at 1000 East Grand Avenue, Des Moines, Iowa 50319-0209, and Central Iowa Employment and Training Consortium, 215 Watson Powell Jr. Way, Des Moines, IA 50309, hereinafter referred to as the Regional Grantee, a legal entity or corporation duly organized, validly existing and in good standing under the laws of the State of Iowa.

The maximum amount, for the time period as specified in each subsection attached hereto, the Regional Grantee may have available under this Agreement is as shown under the applicable Sub-section of this Agreement.

- (a) Welfare to Work (WW)
- (b) Iowa Workforce Development/Staffing Fiscal Agent (IWDSFA)
- (c) Workforce Investment Act (WIA)
- (d) Promise Jobs (PJ)
- (e) Strategic Workforce Development/New Employment Opportunity Fund (when applicable)

more of the following funding sources  
strategic, and special provisions applicable to that funding source. This Agreement may include one or  
more of the following funding sources  
**SUB-SECTIONS.** Attachments to this Agreement that identify the funding source of funds, work

receive funding from the Regional Grants.  
**SUB-CONTRACTOR.** "Sub-Contractor" means those workforce development organizations (public or  
private) selected through a procurement process, if required, that provide direct services to customers and

the disbursement of funds under this Agreement, for a given program as identified by the applicable sub-  
**STATEMENT OF WORK.** "Statement of Work" means the duties and responsibilities associated with  
the disbursing of funds under this Agreement.

**STATE FISCAL YEAR.** The period from July 1 of a given year to June 30 of the following year.

Iowa Code section 84A which is responsible for leading the design and delivery of the Regional Service  
Board (RWIB) means the local board appointed by the governor in each IWD Region in accordance with  
**REGIONAL WORKFORCE INVESTMENT BOARD (RWIB).** "Regional Workforce Investment  
Delivery System.

Desk purposes.  
**PROPERTY.** Tangible items having a useful life of more than one (1) year and an acquisition cost of two  
thousand dollars (\$2,000) or more per unit or in aggregate. Aggregate property are purchases of like items,  
which individually are less than two thousand dollars (\$2,000) but exceed that amount when considered  
together, hubs, etc.) and monitors must be tracked and reported on the Department property system for Help  
servers, routers, etc.) is given to combined purchases during a fiscal year. In addition, all PC Logic Units (hard drives, routers,  
is given to individual property are purchased. Aggregate property are purchases of like items,  
Board (RWIB)" means the local board appointed by the governor in each IWD Region in accordance with  
Iowa Code section 84A which is responsible for leading the design and delivery of the Regional Service  
Delivery System.

**PROGRAMS.** "Programs" means all funding sources under this Agreement and their associated laws,  
rules, regulations, policies and procedures, and subsequent amendments and updates governing each  
funding source.

**FUNDING PERIOD.** "Funding Period" means the period of time when a given program's funds are  
available for expenditure.

**EXPIRATION DATE.** "Expiration Date" means the date on which this Agreement ends and all  
accrual of expenses associated with this Agreement shall cease.

**EFFECTIVE DATE.** "Effective Date" means the date on which the Agreement begins and obligation of  
funds is allowable.

**REGIONAL GRANTEE.** "Regional Grantee" means an organization(s) selected by a local, state, or  
federal governing body to receive one or more of the Funding Sources identified in this Agreement.

**AGREEMENT.** "Agreement" means all of the exhibits, attachments and documents referred to in this  
Agreement and all other instruments or documents executed by the parties or otherwise required in  
connection with the Agreement.

As used in this Agreement, the following terms shall apply:

**ARTICLE I**  
**DEFINITIONS**

## ARTICLE 2 FUNDING AND AWARD

- 2.1 **FUNDING SOURCE.** The source of funding for this Agreement is an appropriation by the Federal and State legislature as identified in the applicable sub-section of this Agreement.
- 2.2 **PROGRAM INCOME AND INTEREST.** Any program income generated and interest earned must be reported monthly to the Department. All program income and interest earned must be used for purposes of this Agreement and the program that generated that income and interest. Documentation of such use is the responsibility of the Regional Grantee.
- 2.3 **RECEIPT OF FUNDS.** Funds received by the Regional Grantee must be maintained in an institution approved by the Iowa Treasurer of State. In addition, the institution must provide the minimum FDIC insurance coverage on deposits. Agencies that are not considered governments or instrumentalities of the government must obtain protection against deposits in excess of the FDIC limitations. This protection must be in a form found to be acceptable by the Department and in compliance with the Iowa Code, chapters 12B and 12C. All payments for each program under this Agreement are subject to receipt by the Department of sufficient Federal and State funds. Any termination, reduction or delay of funds to the Department shall, at the option of the Department, result in the termination, reduction or delay of funds to the Regional Grantee.
- 2.4 **PRIOR EXPENSES.** No expenditures may be made prior to the Effective Date of the applicable subsection and the budgets contained therein, unless approved by the Department.
- 2.5 **WORK TO BE PERFORMED.** Subject to the terms and conditions set forth in this Agreement, the Department retains the Regional Grantee for the furnishing of services and disbursement of funds as specifically outlined in the applicable sub-section of this Agreement, attached hereto, and incorporated by this reference, and for such other tasks to which the Department and the Regional Grantee may agree in writing.

## ARTICLE 3 TERMINATION, DEFAULT, AND REMEDIES

- 3.1 **TERMINATION.** This Agreement may be terminated by the Department or Regional Grantee in any of the following circumstances:
  - (A) **TERMINATION FOR CONVENIENCE.** The Department or Regional Grantee may terminate this Agreement in whole or in part for convenience without the payment of any penalty or incurring any further obligation. Terminations for convenience shall become effective at the end of the state fiscal year unless the party terminating for convenience can demonstrate hardship or good cause for an earlier termination date. A minimum of 90 days notice prior to termination must be provided in writing to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Agreement to the terminating party up to and including the date of termination. Payment shall be made, provided the Contractor has complied with the cost limitations of the applicable program.
  - (B) **TERMINATION FOR CAUSE.** The Department, in its sole discretion, may terminate this Agreement, in whole or in part, if the Regional Grantee is in default of this Agreement as described in Article 3.3. If default exists, the Department may terminate this Agreement, in whole or in part, in accordance with the terms set out in Articles 3.4 and 3.5 of this Agreement. In determining whether default exists, the Department, in its discretion, may consult with the Regional Workforce Investment Boards and the IWD Board.
  - (C) **TERMINATION DUE TO LACK OF FUNDS OR CHANGE IN LAW.** Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions, and procedures set forth below,

requirement shall be deemed a material, pre-petition incurable breach.

such a petition. The Regional Grantee's filing for bankruptcy without conforming to this form the Department of intention to file a petition in bankruptcy at least five days prior to filing decree or judgment within sixty (60) days after such parties or by an order, or, if contested by the Regional Grantee is not dismissed by the adverse parties, by or against the Regional Grantee and, if instituted against the Regional Grantee is consented to, other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, institution of bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or appointment is not discharged, vacated or stayed within sixty (60) days after such appointment, or Granter or for all or a substantial part of the assets of the Regional Grantee and the Regional Grantee for its property; or the appointment of a trustee or receiver for the Regional application for or consents to the appointment of a trustee or receiver for the Regional Grantee or assignment by the Regional Grantee for the benefit of creditors, or the Regional Grantee's Regional Grantee in writing of its inability to pay its debts as they mature, or an application for bankruptcy or insolvency of Regional Grantee, or

(D)

**MISSPENDING.** Expenditure of Agreement proceeds for purposes not described in this Agreement or as authorized by the Department in writing.

(C)

**NONCOMPLIANCE.** Failure by the Regional Grantee to comply with any of the covenants, terms or conditions contained in this Agreement or Agreements executed in connection with this Agreement.

(B)

**MATERIAL MISREPRESENTATION.** Any representation, warranty or statement made or furnished to the Department by, or on behalf of, the Regional Grantee in connection with this Agreement or to induce the Department to make a Agreement with the Regional Grantee is determined by the Department to be incorrect, false, misleading or erroneous in any material respect when made or furnished and is not remedied to the Department's satisfaction within thirty (30) days after written notice by the Department is given to the Regional Grantee.

(A)

**EVENTS OF DEFAULT.** The occurrence of any one or more of the following may constitute an Event of Default under this Agreement:

3.3

**PROCEDURE UPON TERMINATION.** In the event of termination of this Agreement, disbursements shall be allowed up to the date of termination for costs incurred by the Regional Grantee and determined by the Department to be in compliance with this Agreement. The Regional Grantee shall return to the Department all unencumbered proceeds within forty-five (45) days of the Agreement Termination.

3.2

**TERMINATION FOR FAULT TO MEET PERFORMANCE.** IWD, in its sole discretion may terminate this Agreement in whole or in part, due to the failure of the Regional Grantee to meet performance measures as identified in the applicable subsection of this Agreement.

(D)

Regional Grantee under the same provisions, terms and conditions as the original Agreement subsequent to termination under this clause, the Department agrees to re-enter the Agreement with the approbation to cover the costs of this Agreement within sixty (60) days Iowa Workforce Development agrees to make reasonable requests for the necessary funds. If any

- (d) If the Department's duties are substantially modified, programs administered by the Department, or
- (c) If the Department's authorization to operate is withdrawn or there is a material alteration in the
- (b) If funds are de-appropriated or not allocated;
- (a) The legislature or Governor fail to appropriate funds sufficient to allow the Department to operate as required and to fulfill its obligations under this Agreement; or

written notice to the Regional Grantee as a result of any of the following:  
the Department shall have the right to terminate this Agreement without penalty by giving sixty (60) days

- (E) **AUDITOR'S OPINION.** Regional Grantee's receipt of a qualified or adverse opinion from an auditor on an annual audit of financial statements.
- (F) **REGIONAL GRANTEE CHANGES.** A material change in the Regional Grantee's ownership, structure or control, which occurs without the prior, written disclosure to the Department.

3.4 **NOTICE OF DEFAULT.** If there is a default event, the Department shall provide written notice to the Regional Grantee requesting that the breach or noncompliance be immediately remedied. Written notice shall also be provided to the RWIB Chairperson. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, the Department may (a) immediately terminate the Agreement, in whole or in part, without additional written notice or (b) enforce the terms and conditions of this Agreement and seek any legal or equitable remedies.

3.5 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Department shall have the right, in addition to any rights and remedies otherwise available to do one or more of the following:

- (a) Exercise any remedy provided by law,
- (b) Require immediate repayment of the full amount of funds disbursed to the Regional Grantee under this Agreement which have not been disbursed by the Regional Grantee,
- (c) Require immediate repayment of any and all funds disbursed to the Regional Grantee under this Agreement which have been disbursed by the Regional Grantee in violation of any rules and regulations incorporated or cited in this Agreement or subsections,
- (d) Terminate this Agreement as described in Article 3.1 of this Agreement.

#### ARTICLE 4 FINANCIAL MANAGEMENT

Unless and until the following conditions have been satisfied, the Department shall be under no obligation to disburse to the Regional Grantee any amounts under the Agreement:

- 4.1 **AGREEMENT EXECUTED.** The Agreement must have been properly executed and, where required, acknowledged.
- 4.2 **FINANCIAL MANAGEMENT.** The Regional Grantee must establish and maintain a financial system which will provide fiscal controls and accounting procedures sufficient to permit the preparation of required reports; demonstrate that funds have not been used in violation of the Programs or State and Federal regulations, and meet the provisions of this Agreement. The Department reserves the right to review and approve the financial management system.
- 4.3 **FINANCIAL MANAGEMENT SYSTEM.** The Regional Grantee's financial management system shall have procedures in place to ensure that:
  - (a) Adequate administrative and internal controls are in place to safeguard funds;
  - (b) Expenditures are reported against component/activity and funding source;
  - (c) Financial records are kept that accurately and properly reflect program costs;
  - (d) Reports are accurate and submitted on time;
  - (e) Compliance with the Programs financial management, State and Federal regulations, and Agreement General and Special Provisions is maintained;
  - (f) Costs incurred are necessary, reasonable, and allocable to the program;
  - (g) Costs are allowable;
  - (h) Cash on hand is kept to a minimum;
  - (i) Any working capital advance payments are kept to a minimum, and in compliance with policies in this section;
  - (j) Program income is identified including controls to ensure the proper reporting, use, and accountability of those funds;
  - (k) Any interest earned on advances of Agreement funds as program income is documented and reported;

(PO/PVI) to be accompanied by a Financial Status Report of expenditures incurred through the time period Other methods of disbursement include the preparation of a Claim Voucher and Reimbursement form.

5.3 **METHOD OF PAYMENT.** Most funds will be disbursed through the wire transfer system established by the Department. The Regional Grantee will request funds by e-mail on the dates established by the Department. Generally, unless otherwise stated in the Special Provisions attached herewith, this will be performed on Mondays of each week and transferred to the Regional Grantee's account(s) on Friday of the same week. This schedule will be adjusted for State and Federal holidays. The amount requested by e-mail must be confirmed by preparation of a Funds Verification form provided to the Regional Grantee by the Department prior to the next scheduled date for requesting funds must receive funds verification forms.

5.2 **LIMIT ON AGREEMENT PROCEDURES ON HAND.** The Regional Grantee shall request funds only as needed and ensure compliance with federal cash management regulations.

5.1 **REQUEST FOR REIMBURSEMENT.** All disbursements of Agreement funds by the Department shall be subject to receipt by the Department of requests for disbursement submitted by the Regional Grantee. Requests for disbursement shall be in form and content acceptable to the Department.

## ARTICLE 5 REIMBURSEMENT OF FUNDS

- (a) The end of the State Fiscal Year; or
- (b) The end of a Program funding period.

4.6 **CLOSE OUT.** The Regional Grantee must complete and submit closeout documents within forty-five (45) days after the Department. Such closeout documents must be submitted within forty-five (45) days after:

4.5 **BONDING.** Any individual who is authorized to act on behalf of the Regional Grantee for the purpose of receiving or depositing funds into Program accounts or issuing financial documents, checks, or other instruments of payment for Program costs must be covered by a fidelity bond. The minimum amount of the bond must be at least the lower of either one hundred thousand dollars (\$100,000) or the amount of the highest advance on reimbursement received through checks or drawdown during the term of a Agreement. Such closeout documents must be submitted within forty-five (45) days after:

- (a) Coding of obligations and expenses;
- (b) Reviewing, editing, and approving expenditures for accuracy,allowability and allocability;
- (c) Reconciling books of account with bank statements;
- (d) Posting transactions to books of account;
- (e) Preparing trial balances;
- (f) Preparing financial reports in accordance with guidelines provided by the Department;
- (g) Maintaining a petty cash system, if one is used;
- (h) Maintaining a cash receipt and disbursement system;
- (i) Distributing joint costs in accordance with the Cost Allocation Plan, the Memorandum of Understanding (MOU) and other applicable regulations;
- (j) Maintaining a payroll system;
- (k) Maintaining a payroll system.

4.4 **ACCOUNTING PROCEDURES.** The Regional Grantee's financial management system must include accounting procedures for:

- (l) Information necessary to evaluate the effectiveness of the Agreement is documented;
- (m) Time and attendance or exception reporting records is maintained;
- (n) Costs incurred in another program are not shifted to this Agreement to overcome fund deficiencies, avoid restrictions imposed by law or Agreement, or any other reason. However, this does not preclude the Regional Grantee from shifting costs that are allowable under two or more grants in accordance with existing program agreements.

specified on the PO/PV1. See the applicable Special Provisions to determine the method of payment for a particular program.

- (A) **REPORTING.** Monthly expenditure reports are to be completed and submitted by the Regional Grantee in duplicate. The Department will provide reporting forms. Expenditure reports are due by the 20<sup>th</sup> of each month. The Regional Grantee shall submit all financial reports to the Department, Iowa Workforce Development, Attention: Budget and Reporting, 1000 E. Grand Avenue, Des Moines, Iowa, 50319
- (B) **GENERAL CONDITIONS.** The Department may adjust cash advances or reimbursements to the Regional Grantee at any time during the Agreement period. The Regional Grantee shall return all unexpended funds to the Department within the time frames established by the Department. Due dates are contingent upon the reason for returning funds. Closeout advance balances will be due according to the time periods established in Article 4.6. All other funds that must be returned are due immediately upon determination by the Regional Grantee or Department that an excess balance exists.

The Department may suspend or delay payments to the Regional Grantee at any time period to the date of completion of the Agreement. Generally this is done whenever it has been determined that a violation of Agreement terms, federal or State laws has occurred.

The Department reserves the right to modify the payment procedure upon written notice.

- 5.4 **LATE CLAIMS.** Claims received 90 days after the date costs are incurred or 60 days after the end of the State Fiscal Year may be subject to the State's Claims and Appeals process. The department is under no obligation to ensure payment of claims submitted after the dates mentioned above.
- 5.5 **LIMITATION.** The Department shall not, under any circumstances, be obligated financially under this Agreement except to disburse funds according to the terms of the Agreement.

## **ARTICLE 6 REGIONAL GRANTEE AUTHORITY AND REPRESENTATIONS**

In order for the Department to enter into this Agreement the Regional Grantee represents, covenants and warrants that:

- 6.1 **AUTHORITY.** The Regional Grantee assures and certifies that: (a) the Regional Grantee possesses the legal authority to individually and jointly enter into this Agreement; and (b) a resolution, motion or similar action has been duly adopted or passed as an official act of each member of the Regional Grantee's governing body, authorizing and empowering the Regional Grantee to execute and deliver this Agreement; and authorizing the person or persons identified below as the official representative(s) of the Regional Grantee to act on behalf of the Regional Grantee in connection with this Agreement and provide any additional information as may be required by the Department.
- 6.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Regional Grantee and any Statement of Work provided to the Department are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.
- 6.3 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Regional Grantee, threatened against the Regional Grantee affecting in any manner whatsoever their rights to execute the Agreement or the ability of the Regional Grantee to otherwise comply with the obligations of the Regional Grantee contained under the Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Regional Grantee, threatened against or affecting the Regional Grantee, which would adversely affect any of the Statements of Work incorporated herein.

The Regional Grantee must maintain time and attendance records for any individual who receives any part of their wage from funds provided under this Agreement. At a minimum, such records must show all hours for which such individual provided services under this Agreement, including scheduled hours which were not worked, and must be signed by the funded individual and the immediate supervisor. Time sheets do not have to be signed by both the supervisor and the individual if a computerized time system is used with safeguards available to ensure that time has been properly entered by the individual and approved by the supervisor.

All records must be retained for longer than the three-year (3) period if any litigation, audit, or claim is started and not resolved during that period. In these instances, the records must be retained for three (3) years after the litigation, audit, or claim is resolved.

The Regional Grantee shall calculate all charges billed to the Department throughout the term of this Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, document and calculate all documents which sufficiently and properly whichever is later.

RECORDS RETENTION. The Regional Grantee and its sub-Contractors must maintain all records pertaining to this Agreement, including financial, statistical, property, and participant records and supporting documentation.

General of the United States or any other representative of the United States Government, to authorized representative of the State or Department and where federal funds are involved, the Comptroller access and examine, audit, except and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Regional Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. The Regional Grantee shall not impose a charge for audit or examination of the books and records.

7.1 ACCESS TO RECORDS. The Regional Grantee shall permit the Auditor of the State of Iowa or any

7.2

## ARTICLE 7 COVENANTS OF THE REGIONAL GRANTEE

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or volume of transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or Agreement under a public transaction; forgery, bribery, falsification or destruction of statements or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally charged by a government entity (Federal, State, or Local) with commission of any offense enumerated in paragraph 6.(d) of this Agreement; and
- (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default.

- 6.6 DEBARMENT AND SUSPENSION. The Regional Grantee certifies that it and its principals:
- 6.5 BUSINESS LICENSES and PERMITS. The Regional Grantee has materially complied with all Federal, state, and local laws regarding business permits and licenses that may be required to carry out the obligations under this Agreement.
- 6.4 PRIOR AGREEMENTS. The Regional Grantee has not entered into any oral or written Agreements or arrangements of any kind which are inconsistent with the Agreement.

Exception methods of reporting are allowable for non-participants (meaning staff/employees) if time and attendance is not used in the cost allocation process. However, exception methods require that leave time be documented through means of tracking consistent with the policies of the Regional Grantee.

Records for property must be retained for a period of three (3) years after the final disposition of the property.

7.3 **NOTICE OF REGIONAL GRANTEE CHANGES.** The Regional Grantee shall provide prompt advance notice to the Department of any proposed changes in the Regional Grantee's ownership, structure, or control.

7.4 **DOCUMENTATION.** The Regional Grantee shall deliver to the Department, upon request, 1) copies of all Agreements or agreements relating to the Agreement; 2) invoices, receipts, statements or vouchers relating to the Agreement; 3) a list of all unpaid bills for labor and materials in connection with the Agreement; 4) budgets and revisions showing estimated Agreement costs and funds required at any given time to complete and pay for the Agreement; and 5) current and year-to-date operating statements, including but not limited to a Cash Flow Analysis and Balance Sheet and Trial Balance, not older than sixty (60) days from the date of request.

7.5 **NOTICE OF PROCEEDINGS.** The Regional Grantee shall promptly notify the Department of the initiation of any claims, lawsuits or proceedings brought against the Regional Grantee which would adversely affect the Agreement or the Regional Grantee's ability to meet the obligations contained in this Agreement.

7.6 **INDEMNIFICATION.**

(A) **By the Regional Grantee.** The Regional Grantee agrees to defend, indemnify and hold the State of Iowa and the Department harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the State of Iowa or the Department, related to or arising from:

- (a) Any violation of this Agreement by Regional Grantee; or
- (b) Any negligent acts or omissions of the Regional Grantee; or
- (c) Any failure by Regional Grantee to comply with all local, state and federal laws and regulations; or
- (d) Any failure by Regional Grantee to make all reports, payments and withholdings required by Federal and State law with respect to social security, employee income and other taxes, fees or costs required by the Regional Grantee to conduct business in the State of Iowa; or
- (e) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right.

(B) **By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, the Department agrees to indemnify the Regional Grantee and hold it harmless against any and all losses, costs, damages, expenses, claims, demands, causes of action, judgments and settlements arising out of the Department's negligence or wrongful acts or omissions in the performance of this Agreement. The Regional Grantee shall be responsible for all damages to persons or property that occurs as a result of the Regional Grantee's fault, negligence, gross negligence, bad faith, fraud, or other wrongful acts in the performance of this Agreement.

Any indemnification by the Department shall be subject to the prior approval of an appropriation of funds by the General Assembly and Governor of the State of Iowa and the allotment of funds by the Iowa Department of Management as may be required by law, and the Regional Grantee shall furnish the State with a detailed estimate of any expected claim, loss, liability, damage and/or expense for the State's use in obtaining such approval and appropriation or allotment. Indemnification is further conditioned on the following:

- (a) Regional Grantee and the State or IWD shall cooperate to provide prompt written notice of any expected, threatened or actual claim, loss, liability, damage or expenses.

8.1	<p><b>BINDING EFFECT.</b> This Agreement shall be binding upon the Regional Grantee and the Department and their respective heirs, successors, legal representatives and assigns. The obligations, covenants, and warranties, acknowledgments, waivers, Agreements, terms, provisions and conditions of this Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Agreement is terminated by the Regional Grantee or by the Department. Regional Grantee shall be jointly and severally enforceable against any party(s) to this Agreement. It is understood by the双方 that the Department and prior written consent of the Department, assign, waive, or transfer any of the Regional Grantee's rights, powers, duties, or obligations under this Agreement.</p>
7.8	<p><b>CONFIDENTIALITY.</b> The Regional Grantee assures that proper safeguards will be taken to protect the confidentiality of the information, such as financial records and participant files, as required by Iowa Code 1993 section 217.30, and 45 Code of Federal Regulations section 205.50.</p>
7.7	<p><b>AGREEMENT FEES.</b> The Regional Grantee shall promptly pay all appraisal, survey, recording, title, license, permit and other fees and expenses incurred incident to the Agreement.</p>
(b)	<p>(b) Regional Grantee and the State of IWD shall at all times cooperate both in document production and personnel time.</p>
7.9	<p><b>REGIONAL GRANTEE'S INTEREST.</b> The Regional Grantee shall not, without prior written disclosure to the Department and prior written consent of the Department, assign, waive, or transfer any of the Regional Grantee's rights, powers, duties, or obligations under this Agreement.</p>
7.1	<p><b>SEVERABILITY OF AGREEMENT.</b> If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Agreement shall survive the termination of all instruments hereinafter mentioned and shall continue in full force until the Agreement is terminated by the Regional Grantee or by the Department. Regional Grantee shall be jointly and severally enforceable against any party(s) to this Agreement. It is understood by the双方 that the Department and prior written consent of the Department, assign, waive, or transfer any of the Regional Grantee's rights, powers, duties, or obligations under this Agreement.</p>
8.2	<p><b>INTEGRATION.</b> The Agreement contains the entire understanding between the Regional Grantee and the Department and any representations that may have been made before or after the signing of this Agreement, whether in writing or otherwise, shall be deemed to be in original, but all of which together shall constitute but one and the same instrument.</p>
8.3	<p><b>LIABILITY.</b> Unless otherwise stated in the special provisions attached herewith, the Regional Grantee liable for carrying out the activities and obligations of this Agreement, and for any default of such activities and obligations.</p>
(D)	<p><b>COMPLIANCE WITH LAWS AND REGULATIONS.</b> The Regional Grantee shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders.</p>
(C)	<p><b>COUNTERTPARTS.</b> This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.</p>
(B)	<p><b>INTTEGRATION.</b> The Agreement contains the entire understanding between the Regional Grantee and the Department and any representations that may have been made before or after the signing of this Agreement, whether in writing or otherwise, shall be deemed to be in original, but all of which together shall constitute but one and the same instrument.</p>
(A)	<p><b>SEVERABILITY OF AGREEMENT.</b> If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Agreement shall survive the termination of all instruments hereinafter mentioned and shall continue in full force until the Agreement is terminated by the Regional Grantee or by the Department. Regional Grantee shall be jointly and severally enforceable against any party(s) to this Agreement. It is understood by the双方 that the Department and prior written consent of the Department, assign, waive, or transfer any of the Regional Grantee's rights, powers, duties, or obligations under this Agreement.</p>
8.1	<p><b>ARTICLE 8</b></p>
8.2	<p><b>GENERAL TERMS AND PROVISIONS</b></p>
(B)	<p><b>ARTICLE 8</b></p>
8.3	<p><b>COMPLIANCE WITH LAWS AND REGULATIONS.</b> The Regional Grantee shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders.</p>
(C)	<p><b>COUNTERTPARTS.</b> This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.</p>
(D)	<p><b>LIABILITY.</b> Unless otherwise stated in the special provisions attached herewith, the Regional Grantee liable for carrying out the activities and obligations of this Agreement, and for any default of such activities and obligations.</p>
8.2	<p><b>COMPLIANCE WITH LAWS AND REGULATIONS.</b> The Regional Grantee shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders.</p>
8.1	<p><b>ARTICLE 8</b></p>
7.9	<p><b>REGIONAL GRANTEE'S INTEREST.</b> The Regional Grantee shall not, without prior written consent to the Department and prior written consent of the Department, assign, waive, or transfer any of the Regional Grantee's rights, powers, duties, or obligations under this Agreement.</p>
7.8	<p><b>CONFIDENTIALITY.</b> The Regional Grantee assures that proper safeguards will be taken to protect the confidentiality of the information, such as financial records and participant files, as required by Iowa Code 1993 section 217.30, and 45 Code of Federal Regulations section 205.50.</p>
7.7	<p><b>AGREEMENT FEES.</b> The Regional Grantee shall promptly pay all appraisal, survey, recording, title, license, permit and other fees and expenses incurred incident to the Agreement.</p>
(b)	<p>(b) Regional Grantee and the State of IWD shall at all times cooperate both in document production and personnel time.</p>

(C) **MAINTENANCE OF PROPERTY INSURANCE.** The Regional Grantee shall maintain with financially sound and reputable insurers, insurance to protect its properties and business against losses or damages of the kind customarily insured against by corporations of established favorable reputation engaged in the same or similarly situated, including, but not limited to products liability insurance and auto insurance.

Each insurance policy shall name the State of Iowa and the Department as an additional insured or loss payee as applicable. All such insurance policies shall remain in full force and effect for the entire life of this Agreement.

- 8.4 **CONFLICT OF INTEREST.** Regional Grantee shall avoid conflict of interest established in the handbook referenced in the applicable subsection(s) attached hereto and any appearance of conflict of interest in all transactions involving the awarding of financial assistance or procurement of services or property using the Agreement funds. No member of any council, board, or staff associated with this Agreement shall cast a vote on the provision of service by that member (or any organization, which that member directly represents) or vote on any matter which would provide direct financial benefit to that member. Conflict of interest guidelines as established in the handbook referenced in the applicable subsection(s) attached hereto, will take precedence over any Regional Grantee or sub-recipient conflict of interest policies and procedures, unless otherwise specified in the subsection(s) attached hereto.
- 8.5 **FRAUD AND INVESTIGATIONS.** The Regional Grantee must report all known or suspected cases of fraud, malfeasance, misapplication of funds, mismanagement, or other criminal activities for programs funded under this Agreement. Procedures for filing such reports and the appropriate forms are provided by the Department or in the handbook referenced in the applicable subsection(s) attached hereto.
- 8.6 **LOBBYING AND POLITICAL ACTIVITIES.** Funds provided under this Agreement may not be used to support any lobbying effort or provide assistance for any political activities.
- 8.7 **DEBARMENT AND SUSPENSION.** The Regional Grantee must retain certification on non-debarment and suspension from any sub-Contractor who will have single or aggregate Agreements of twenty-five thousand dollars (\$25,000) or more.
- 8.8 **AUDITS.** The Regional Grantee shall have performed annually an independent financial and compliance audit of funds received under this Agreement. The audit must be conducted in accordance with applicable auditing standards set forth in financial and compliance elements of the Standards for Audit of Governmental Organizations, Program, Activities, and Functions and, when applicable, the requirements of P.L. 104-156 (Single Audit Act of 1996); OMB Circular A-133; and 29 CFR part 96. The Regional Grantee must furnish a copy of the Reporting Package and any pertinent Management Letters, as described in OMB Circular A-133, to the Department within thirty (30) days after completion of the audit but no later than 9 months after the period being audited. Submittal of an entire copy of the audit is desirable but not required by OMB Circular A-133. The Regional Grantee ensures that the Designated Regional Grantee(s) will, if applicable, have an audit conducted in accordance with this section.
- 8.9 **PROCUREMENT.** The Regional Grantee must conduct procurement of supplies, property, and services under this Agreement using a competitive system, which is fair, efficient, and effective. Unless otherwise allowed by the Department, all procurement transactions must provide for maximum open and free competition. Procurement guidelines as established in the handbook referenced in the applicable subsection(s) attached hereto, will take precedence over any Regional Grantee or sub-recipient procurement policies and procedures.
- 8.10 **PROPERTY.** All property purchased with a unit acquisition value of five thousand dollars (\$5,000) or more must have written approval from the Department.

All property and equipment purchased for the administration of this Agreement or transferred to the Regional Grantee belongs to the Department and shall continue to be the property of the Department when the Agreement terminates, and shall not be used for any purpose other than to provide the services covered under this Agreement unless it has the express written consent of the Department.

set forth in this Agreement (or at such other address as may have been designated by written notice), another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address set forth in this Agreement (or at such other address as may have been designated by written notice).

8.14

**NOTICES.** Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address set forth in this Agreement (or at such other address as may have been designated by written notice).  
  
may request termination of this Agreement in accordance with the conditions as provided in  
Section 3.1 above.  
  
any request for the unilateral modification, the Regional Grantee  
amendment to this Agreement. Upon receipt of the unilateral modification, the Regional Grantee  
will be given to the Regional Grantee as an  
copy of such unilateral modification will be given to the Regional  
police. A copy of any applicable federal, state or local laws, regulations, rules or  
interpretation of the Programs or any change in the program funding or any change in the  
Agreement in order to accommodate any change in the program funding or any change in the  
(b) Notwithstanding Section 8.13, paragraph "a" above, the Department may unilaterally modify this  
writing and signed by Department and Regional Grantee.  
  
(a) Except as provided in Section 8.13, paragraph "b", below no change, modification, or termination  
of any of the terms, provisions or conditions of this Agreement shall be effective unless made in

AMENDMENT.

8.13

State of Iowa or the Department.  
  
This provision shall not be construed as waiving any immunity to suit or liability that may be available to the  
Court for the Southern District Court, the action shall only be brought in the United States District  
is not proper in the Polk County District Court for the State of Iowa. If, however, jurisdiction  
be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If this Agreement shall  
laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Agreement shall  
be dispersed by the contractor in the event the contractor cannot determine theallowability of a cost, the  
contractor should contact the IWD Budgeting and Reporting Bureau for a determination.

8.12

GOVERNING LAW. The terms and provisions of this Agreement shall be construed in accordance with the  
previously expended by the Regional Grantee under the terms of this Agreement, the  
expenditures will be disbursed and the Regional Grantee shall immediately repay to the Department any  
and all disallowed costs. It is the responsibility of the Regional Grantee to recover funds for the disallowed  
costs from the appropriate Regional Member Organization(s) in accordance with their Regional  
Grantee Agreement.  
  
It is the responsibility of the Agreement to recover funds for disallowed costs from any WIA funds  
dispersed by the contractor. In the event the contractor cannot determine theallowability of a cost, the  
contractor should contact the IWD Budgeting and Reporting Bureau for a determination.

8.11

UNALLOWABLE COSTS. Costs charged to this Agreement must be consistent with those normally  
allowed in like circumstances in federally funded activities and/or with applicable State and/or local law,  
rules or regulations. To be allowable, a cost must:  
  
(a) be necessary and reasonable for proper and efficient administration of this Agreement; and  
(b) be allocable to a program under this Agreement; and  
(c) not be a general expense required to carry out the overall responsibilities of the entity  
receiving the funds.

The Regional Grantee shall not acquire any real property using funds under this Agreement.  
Property guidelines and standards are established by the handbook referenced in the applicable  
subsidiaries) attached hereto.

The Regional Grantee is responsible and liable for property purchased, assigned, or transferred for the  
administration of their program. Expenses associated with the purchase of insurance to protect the property  
in the event of loss or damage are considered an allowable expense under this Agreement.

properly stamped, sealed and deposited in the United States Mail. Any such notice given shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Department may rely on the address of the Regional Grantee set forth in this Agreement, as modified from time to time, as being the address of the Regional Grantee.

- 8.15 **WAIVERS.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Regional Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 8.16 **ENFORCEMENT EXPENSES.** The Regional Grantee shall pay upon demand any and all reasonable fees and expenses of the Department, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Department under this Agreement.
- 8.17 **DISPUTE SETTLEMENT.** Any controversy, claim, or dispute arising out of, or relative to this Agreement, or the breach thereof, shall be resolved pursuant to the Department's complaint procedure as identified by the handbook referenced in the applicable subsection(s) attached hereto, unless otherwise specified in the special provisions attached hereto.
- 8.18 **COMPLIANCE WITH EEO/AE PROVISIONS.** As a condition to the award of financial assistance, the Regional Grantee assures, with respect to the performance of all Statements of Work under this Agreement and all agreements or arrangements to carry out the programs or activities, that it will:
- (a) Fully comply with section 167 of the Act and Department of Labor regulations at 29 CFR Part 34, to insure that no individual, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship is subjected to discrimination under, or denied employment in the administration of or in connection with any activity under this Agreement;
  - (b) Fully comply with nondiscrimination and equal opportunity provisions, including the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; and with all applicable requirements by or pursuant to regulations implementing those laws;
  - (c) Fully comply with the Iowa Civil Rights Act of 1965 as amended and Iowa Executive Order 15 (1973), as amended by Executive Order 11 (1984). The Regional Grantee assures that it has on file a copy of its Affirmative Action Statement, and if appropriate, a plan containing goals and time specifications;
  - (d) Include in all subsections nondiscrimination and equal opportunity provisions as contained in this section;
  - (e) Regional Grantee shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment laws and regulations; and
  - (f) A breach of this Article shall be considered a material breach of this Agreement.
- 8.19 **HEADINGS.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.
- 8.20 **SOVEREIGN IMMUNITY.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity and no provision shall be construed as such.
- 8.21 **CUMULATIVE RIGHTS.** The various rights, powers, options, elections, and remedies of each party provided in this Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed each party by law and shall in no way effect or impair the right of each party to pursue any other equitable or legal remedy to which each party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

Copies of these are attached to this Agreement, as indicated, or on file with the Department. In the event said documents are not maintained by the Regional Grantsee, copies will be provided to the Regional Grantsee upon request.

- (a) The Iowa Administrative Code (Part 877, Chapters 4, 10, 11, 12, 14, 15);
- (b) Social Security Act of 1935 as amended;
- (c) OMB Circulars A21, A-87, and A122, whichever is applicable;
- (d) OMB Circulars A-133 and 29 CFR part 96;
- (e) Single Audit Act Amendments of 1996, Public Law (104-156)
- (f) The Standards for Audit of Government Organizations, Programs, Activities and Functions;
- (g) EEO/AA Act Section 167 and DOL regulations at 29 CFR Part 34;
- (h) Americans with Disabilities Act of 1990;
- (i) Title VI of the Civil Rights Act of 1964;
- (j) Age Discrimination Act of 1975;
- (k) Iowa Civil Rights Act of 1965 as amended;
- (l) Iowa Executive Order 15 (1973 as amended by Executive Order 11 (1984);
- (m) All requirements contained within subsection W - Welfare to Work (WTW);
- (n) All requirements contained within subsection I - Iowa Workforce Development/Staffing Fiscal
- (o) Agency (IWDFA);
- (p) All requirements contained within subsection A - Workforce Investment Act (WIA);
- (q) Welfare-to-Work Handbook;
- (r) All requirements contained within subsection P - Promise Jobs (PJ);
- (s) All requirements contained within subsection S - Strategic Workforce Development/New
- (t) Employment Opportunity Fund (when applicable) (SWD/NEOF).

**DOCUMENTS INCORPORATED BY REFERENCE.** The following documents and subsequent amendments are hereby incorporated by reference:

## DOCUMENTS INCORPORATED BY REFERENCE

### ARTICLE 9

**SUPERCEDES FORMER AGREEMENTS.** This Agreement supersedes all prior Agreements between the Department and the Regional Grantsee for the services provided in connection with this Agreement.

**NOT A JOINT VENTURE.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture (or other association of any kind or agent or principal obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement, relationship) between the parties. No party has the authority to enter into any Agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

**TIME IS OF THE ESSENCE.** Time is of the essence with respect to the performance of the terms of this Agreement.

8.24

the Department and the Regional Grantsee for the services provided in connection with this Agreement.

8.23

**RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture (or other association of any kind or agent or principal

8.22

relationship) between the parties. No party has the authority to enter into any Agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement, relationship) between the parties. No party has the authority to enter into any Agreement or create an

**ARTICLE 10  
EXECUTION**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, each party to this Agreement represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Agreement, and that the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their signatures below on the latest day and year specified below:

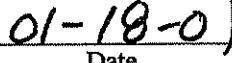
**IOWA WORKFORCE DEVELOPMENT**

  
Richard V. Running, Director

  
Date

**CENTRAL IOWA EMPLOYMENT & TRAINING CONSORTIUM**

  
K.C. Valster, Chairperson

  
Date

1

**SUBSECTION # (W0)**  
**BUDGET SUMMARY**  
**WELFARE TO WORK (CFDA # 17.253)**

1-W-11-F-R-0  
 July 1, 2000

TOTAL SUBSECTION # ( W0 ) AMOUNT: \$1,447,134

Available	July 1, 2000
-----------	--------------

WW FFY 1998		
Total	Expires June 30, 2001	1)
Technology		
Direct and Program Services		
Administration		
\$10,080	\$85,680	128,290
\$10,080	\$85,680	128,290
Total	Expires June 30, 2001	1)
WW FFY 1999		
Technology		
Direct and Program Services		
Administration		
\$47,072	\$47,072	1100,032
Administration		
\$47,072	\$47,072	1100,032
Total	Expires June 30, 2002	3)

- 3) 70% Requirement \$767,197
- 2) Direct Participant expenses for those qualifying under the revised federal definition of eligibility, may not exceed \$100,800 from 7-1-00 to 9-30-00.
- 1) 70% Requirement \$70,560

MASTER CONTRACT# 1-W-11-F-R-0  
 EFFECTIVE DATE July 1, 2000  
 SUB. MOD. DATE  
 SUB. MOD. NUMBER

## WELFARE-TO-WORK SUBSECTION

### Work Statement

The purpose of this subsection is to provide the structure for Welfare-to-Work (WtW) services to be provided to hard-to-employ welfare recipients and other eligible individuals and for payment of costs for these services. The local WtW Program Operator will provide WtW services as authorized under the Social Security Act, Sec. 403 (42 U.S.C. 603)(a)(5) and in accordance with the Welfare-to-Work Grants Interim Rule, 20 CFR Part 645, the WtW State Plan, the WtW Handbook and an approved Local Operations Guide (LOG).

### Budget Summary

The source of funding for the Welfare-to-Work program is a federal allocation and state funds. There are two fiscal years of federal WtW funding, and funds may be expended for a maximum of three years from the effective date of each Federal grant award to the state. Remaining Program Year 1998 funds may be used from July 1, 2000 through July 21, 2001. Remaining Program Year 1999 funds may be used from July 1, 2000 through July 1, 2002.

Detailed budget information for the region is attached to this subsection.

### Special Provisions

1. For both Program Year 1998 and 1999 funds, costs of administration may not exceed ten percent (10%) of total actual expenditures, computed at the end of the three-year life of that program year's funds. In no case shall the administrative funds exceed funds available as identified in the budget summary section.
2. For Program Year 1998 funds, costs of information technology may not exceed ten percent (10%) of total actual expenditures, computed at the end of the three-year life of the first program year's funds. In no case shall the information technology funds exceed funds available as identified in the budget summary section.
3. For Program Year 1999 funds, costs of information technology may not exceed five percent (5%) of the total actual expenditures, computed at the end of the three-year life of the first program year's funds. In no case shall information technology funds exceed funds available as identified in the budget summary data.
4. A minimum of seventy percent (70%) of total actual expenditures must be made on behalf of "hard-to-employ" individuals; as described in the Eligibility Determination, Verification and Requirements section of the WtW Handbook. This limitation will be computed at the end of the three-year life of that program year's funds. The amount of funds that must be spent on "hard-to-employ" individuals, as identified in the budget summary, must be reached when all funds are fully expended for a program year. Expenditure levels less than the full amount available will result in a proportionate decrease in the "hard-to-employ".
5. Monthly Financial Status Reports (FSR) must be prepared according to the categories identified on the FSR. Expenditure reports are due by the 20<sup>th</sup> of the month following the period being reported. Closeout reports are due within 45 days after the month in which the funds were fully expended.
6. Requests for funds shall be made through the electronic wire transfer system. The amount requested must appear on the Funds Verification form and sent to Budgeting and Reporting, through e-mail, on Monday of each week. The actual transfer of funds shall be done by IWD on the Friday of each week. This schedule is subject to change, depending on when holidays may occur within a given week. IWD will notify the Grantee, in advance of such occasions.

WtW Program Operators are required to match the region's WtW allocation. The amount of match must be equal to or greater than the amount which appears on the budget summary, at the point where all of a program year's funds are fully expended. If the program funds are not fully expended, a proportionate decrease in the matching requirement will be made at that time. Match is any service, cost or other contribution that supports the WtW program and would have been an allowable charge but was not charged to the program. Detailed match requirements are described in the Cost Categories and Limitations section of the WtW Handbook.

### **Confidentiality**

Program Operators and subrecipients shall safeguard DHS client information which includes the names and addresses and types of services or amounts of assistance provided; information concerning social or economic circumstances of participants; agency evaluations about a participant; and medical or psychiatric data, including diagnoses and past history of disease or disability concerning a participant. This information shall not be disclosed to or used by any person or agency except for the purposes of administration of the WTW program. Information can be shared within an agency and between the agencies on a need-to-know basis in order to serve a participant appropriately.

### **Nepotism**

No individual may be placed in a WTW employment activity if a member of that person's family is engaged in an administrative capacity for the employing agency.

MASTER CONTRACT # 1-W-11-FR-0  
 EFFECTIVE DATE July 1, 2000  
 SUB. MOD. DATE  
 SUB. MOD. NUMBER

**SUBSECTION # [ 10 ]  
 BUDGET SUMMARY  
 STATE FISCAL YEAR FUNDS, IWD REGIONAL STAFF**

**TOTAL SUBSECTION # [ ] AMOUNT \$448,849**

	Budget 7-1-00 to 6-30-01	Budget 7-1-01 to 6-30-02	Budget 7-1-02 to 6-30-03	Budget 7-1-03 to 6-30-04	Budget 7-1-04 to 6-30-05	Total
<b>WAGNER PEYSER (CFDA # 17.207)</b>						
IWD Total	\$1,147,794	\$0	\$0	\$0	\$0	\$1,147,794
Funds Reserved (-)	1,018,260	0	0	0	0	1,018,260
Balance to Fiscal Agent	\$129,534	\$0	\$0	\$0	\$0	\$129,534
<b>UNEMPLOYMENT (CFDA # 17.225)</b>						
IWD Total	\$712,490	\$0	\$0	\$0	\$0	\$712,490
Funds Reserved (-)	614,291	0	0	0	0	614,291
Balance to Fiscal Agent	\$98,199	\$0	\$0	\$0	\$0	\$98,199
<b>SURTAX</b>						
IWD Total	\$956,046	\$0	\$0	\$0	\$0	\$956,046
Funds Reserved (-)	850,985	0	0	0	0	850,985
Balance to Fiscal Agent	\$105,061	\$0	\$0	\$0	\$0	\$105,061
<b>RWIB</b>						
IWD Total	\$3,000	\$0	\$0	\$0	\$0	\$3,000
Funds Reserved (-)	0	0	0	0	0	0
Balance to Fiscal Agent	\$3,000	\$0	\$0	\$0	\$0	\$3,000
<b>ACCOUNT EXECUTIVE</b>						
IWD Total	\$17,100	\$0	\$0	\$0	\$0	\$17,100
Funds Reserved (-)	16,350	0	0	0	0	16,350
Balance to Fiscal Agent	\$750	\$0	\$0	\$0	\$0	\$750
<b>PROMISE JOBS (CFDA # 93.558)</b>						
Promise Jobs Total	\$1,204,101	\$0	\$0	\$0	\$0	\$1,204,101
Reserved by State (-)	1,091,796	0	0	0	0	1,091,796
Balance to Fiscal Agent	\$112,305	\$0	\$0	\$0	\$0	\$112,305
IWD Staff:						
PJ Basic Funding	\$99,848	\$0	\$0	\$0	\$0	\$99,848
Life Skills Funding	12,457	0	0	0	0	\$12,457
Mentoring Funding	0	0	0	0	0	\$0
Self Sufficiency	0	0	0	0	0	\$0
Other	0	0	0	0	0	\$0
Subtotals	\$112,305	\$0	\$0	\$0	\$0	\$112,305

**FEDERAL FISCAL YEAR FUNDS, IWD REGIONAL STAFF**  
**BUDGET SUMMARY**  
**SUBSECTION # [10]**

MASTER CONTRACT# 1-W-11-F-R-0  
 EFFECTIVE DATE July 1, 2000  
 SUB. MOD. NUMBER

TOTAL SUBSECTION # [10] AMOUNT: \$66,619						
	7-1-00 to 9-30-00	Budget	Budget	Budget	10-1-01 to 9-30-01	10-1-01 to 9-30-02
		Budget	Budget	Budget	10-1-02 to 9-30-03	10-1-03 to 9-30-04
					Total	Total
Vets-LVER (CFDA # 17.804)						
IWD Total	\$1,332	\$177,935	\$0	\$0	166,858	\$179,268
Funds Reserved (-)	0	0	0	0	0	166,858
Balance to Fiscal Agent	\$1,332	\$11,078	\$0	\$0	\$0	\$12,410 1)
Vets-DVOP (CFDA # 17.801)						
IWD Total	\$1,315	\$220,580	\$0	\$0	211,128	\$221,695
Funds Reserved (-)	0	0	0	0	0	211,128
Balance to Fiscal Agent	\$1,315	\$9,452	\$0	\$0	\$0	\$10,767 1)
FSTMWORKFARE (CFDA # 10.561)						
IWD Total	\$653	\$132,300	\$0	\$0	99,511	\$132,953
Funds Reserved (-)	0	0	0	0	0	99,511
Balances to Fiscal Agent	\$653	\$32,789	\$0	\$0	\$0	\$33,442

Financial Status Reports are due by the 20th of the following month.

1) Expenditures for the Veteran's programs must be reported by Equipment expenditures vs. all other costs attributable to those programs.

MASTER CONTRACT #  
EFFECTIVE DATE  
SUB. MOD. DATE  
SUB. MOD. NUMBER

1-W-11-FR-0  
July 1, 2000

**SUBSECTION # [ 10 ]**  
**BUDGET SUMMARY**  
**FEDERAL FISCAL YEAR FUNDS, IWD REGIONAL STAFF**

**TOTAL SUBSECTION # [ 1 ] AMOUNT \$6,378**

	<i>Budget</i>	<i>Budget</i>	<i>Budget</i>	<i>Budget</i>	<i>Budget</i>	<i>Total</i>
	DATE 00-00-00 to 00-00-00					
<b>WOTC (CFDA #17.207 )</b>	\$0	\$0	\$0	\$0	\$0	\$0
IWD Total	\$0	\$0	\$0	\$0	\$0	\$0
Funds Reserved (-)	0	0	0	0	0	0
Balance to Fiscal Agent	\$0	\$0	\$0	\$0	\$0	\$0 1)
	DATE 00-00-00 to 00-00-00					
<b>TAA (CFDA #17.245)</b>	\$0	\$0	\$0	\$0	\$0	\$0
IWD Total	\$0	\$0	\$0	\$0	\$0	\$0
Funds Reserved (-)	0	0	0	0	0	0
Balance to Fiscal Agent	\$0	\$0	\$0	\$0	\$0	\$0 1)
	DATE 07-01-00 to 06-30-01	DATE 00-00-00 to 00-00-00	DATE 00-00-00 to 00-00-00	DATE 00-00-00 to 00-00-00	DATE 00-00-00 to 00-00-00	
<b>Work Keys (17.207)</b>	\$58,740	\$0	\$0	\$0	\$0	\$58,740
IWD Total	\$58,740	\$0	\$0	\$0	\$0	\$58,740
Funds Reserved (-)	52,362	0	0	0	0	52,362
Balance to Fiscal Agent	\$6,378	\$0	\$0	\$0	\$0	\$6,378

Financial Status Reports are due by the 20th of the following month.

FISCAL AGENT'S FUNDS  
BUDGET SUMMARY  
SUBSECTION # [10]

MASTER CONTRACT# 1-W-11-FR-0  
EFFECTIVE DATE July 1, 2000  
SUB. MOD. DATE  
SUB. MOD. NUMBER

TOTAL SUBSECTION # [ ] AMOUNT \$24,773

7-1-00 to 6-30-01	7-1-01 to 6-30-02	7-1-02 to 6-30-03	7-1-03 to 6-30-04	7-1-04 to 6-30-05	Total
					\$24,773

## GENERAL ADMINISTRATION

## GENERAL ADMINISTRATION

## GENERAL ADMINISTRATION

## GENERAL ADMINISTRATION

To Fiscal Agent

\$0

To Fiscal Agent

\$0

## GENERAL ADMINISTRATION

To Fiscal Agent

\$0

Financial Status Reports are due by the 20th of the following month.

## **FISCAL AGENT SUBSECTION**

### **Work Statement**

The purpose of this subsection is to provide funding to support the development and maintenance of the state Workforce Development Center System. Funding information for each of the multiple programs supported will be separately identified.

### **Budget Summary**

Source of funding for the multiple programs contained in this section is provided either by federal allocation from the U.S. Department of Labor or from State of Iowa funding sources.

Budget years covered, dependent upon source of funding, will run from July 1 thru June 30 or October 1 thru September 30 and will be clearly delineated in the appropriate program section.

Detailed budget information on each program applicable to the region is attached to this section and identified as the Budget Summary.

### **Special Provisions**

Monthly Financial Status Reports (FSR) must be prepared according to categories identified on the FSR. Expenditure reports are due by the 20th of the month following the period being reported. Programs operated on a July thru June year (SFY = State Fiscal Year) will have final closeout reports due by August 15th of each year. Those programs operated on an October thru September (FFY = Federal Fiscal Year) will have final closeout reports due by November 15th of each year. See the Budget Summary, attached to this subsection, to determine applicable deadlines.

Requests for funds shall be made through the electronic wire transfer system, according to the rules identified below:

Promise Jobs = The amount requested must appear on the Funds Verification Form and be sent to Budgeting and Reporting, through e-mail on the 2nd Monday of each month. The actual transfer of funds shall be done by IWD on the 4th Friday of each month.

General Administration = One-fourth (1/4) of the annual budget may be requested on the Funds Verification Form and sent to Budgeting and Reporting, through e-mail on a quarterly basis. Requests are to be made on the first Monday in July, October, January and April of each year.

All Other Programs = A request for funds shall be made through the electronic wire transfer system. The amount requested must appear on the Funds Verification Form and sent to Budgeting and Reporting, through e-mail, on Monday of each week. The actual transfer of funds shall be done by IWD on Friday of each week.

This schedule is subject to change, depending on when holidays may occur within a given week. IWD will notify the Grantee, in advance, of such occasions.

THE REGIONAL DIRECTOR/AREA COORDINATOR, OR THEIR DESIGNEE MUST APPROVE CLAIMS IN WRITING, BEFORE THEY CAN BE SUBMITTED FOR PROCESSING AND PAID BY THE FISCAL AGENT.

WIA TITLE 1								CATEGORIES	
	Available *July 1, 2000	Available *July 1, 2001	Available *July 1, 2002	Available *July 1, 2003	Available *July 1, 2004	Total			
Administration	\$129,294	\$0	\$0	\$0	\$0	\$129,294			
Adult Program Svcs, Formula	285,177	0	0	0	0	285,177			
Adult Program Svcs, SWA	20,519	0	0	0	0	20,519			
Dislocated Worker Prg Svcs, Formula	548,889	0	0	0	0	548,889			
Dislocated Worker Prg Svcs, SV	\$0	\$0	\$0	\$0	\$0	\$0			
Adult Special Projects, SWA	0	0	0	0	0	0			
Total	\$983,879	\$0	\$0	\$0	\$0	\$983,879			

- Funds are available for a minimum of 2 years from the date listed above. The FIFO method of expending/reporting must be used by category.
- A minimum of 30% of these funds must be spent on Out of School Youth, as defined in 20 CFR, Part 652 and the WIA Handbook.
- Participant costs for Summer Component expenditures must be tracked and reported to WIA monthly.

\* Funds are available for a minimum of 2 years from the date listed above. The FIFO method of expending/reporting must be used by category.

\* A minimum of 30% of these funds must be spent on Out of School Youth, as defined in 20 CFR, Part 652 and the WIA Handbook.

\* Participant costs for Summer Component expenditures must be tracked and reported to WIA monthly.

	Available *July 1, 2000	Available *July 1, 2001	Available *April 1, 2002	Available *April 1, 2003	Available *April 1, 2004	Total	
Youth Program Svcs, Formula	\$329,589	\$0	\$0	\$0	\$0	\$329,589	
Youth Program Svcs, SWA	45,000	0	0	0	0	45,000	
Youth Special Projects, SWA	\$0	\$0	\$0	\$0	\$0	\$0	
Total	\$374,589	\$0	\$0	\$0	\$0	\$374,589	

TOTAL SUBSECTION #1 AMOUNT:

TOTAL SUBSECTION #1 AMOUNT:

\$1,358,468

**WORKFORCE INVESTMENT ACT (CFDA # 17.255)**  
**BUDGET SUMMARY**  
**SUBSECTION #1AO]**

MASTER CONTRACT# 1-W-11-FR-0  
 EFFECTIVE DATE July 1, 2000  
 SUBMOD. DATE  
 SUB. MOD. NUMBER

MASTER CONTRACT #

1-W-11-FR-0

EFFECTIVE DATE

July 1, 2000

SUB.MOD. DATE

SUB. MOD. NUMBER

**SUBSECTION # [ A0 ]  
BUDGET SUMMARY**

**JTPA CARRYOVER TO WIA (CFDA # 17.246 & 17.250)**

TOTAL SUBSECTION # / ] AMOUNT:	\$0
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<b>^PY 1998</b>	<b>^PY 1999</b>	<b>Total</b>
<b>Available</b>	<b>Available</b>	
<b>*July 1, 2000</b>	<b>**July 1, 2000</b>	

**CATEGORIES**

**Title II Administration	\$0	\$0	CFDA # 17.250	\$0
**Title III Administration	0	0	CFDA # 17.246	0
Adult Program Svcs, Formula	0	0	CFDA # 17.250	0
***Youth Program Svcs, Formula	0	0	CFDA # 17.250	0
Dislocated Worker Prg Svcs, Formul	0	0	CFDA # 17.246	0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>

\* PY 1998 Funds are available for a period of 1 year from the date shown,while PY 1999 funds are available for 2 years from date shown

\*\* For reporting purposes, Title II and Title III Administration must be reported separately, by Program Year

\*\*\* A minimum of 30% of these funds must be spent on Out of School Youth, as defined in 20 CFR, Part 652 and the WIA Handbook

JTPA CLOSSEOUT (CFDA # 17.246 & 17.250)  
 BUDGET SUMMARY  
 SUBSECTION # [AO]  
 TOTAL SUBSECTION [ ] AMOUNT:

\$0

TOTAL SUBSECTION [ ] AMOUNT:

Budget  
7-1-00 to 10-31-00

JTPA CLOSSEOUT (CFDA # 17.250)

\$0

JTITLE III OLDER WORKER (CFDA # 17.250)

\$0

JTITLE III SUMMER YOUTH (CFDA # 17.250)

\$0

JTITLE III YOUTH (CFDA # 17.250)

\$0

JTITLE III FORMULA (CFDA # 17.246)

Total  
\$0

books by the categories listed above. However, the Financial Status Report must be prepared by these categories.  
 1) Request for reimbursements shall be made on a PO/PV form. A report for July-August, 2000 and a second report for September-October, 2000 will be due by the twentieth day of month following the report period (ie: September 20 and November 20). Expenditures do not have to appear on your

## **WORKFORCE INVESTMENT ACT (WIA) SUBSECTION**

### **Work Statement**

The purpose of this subsection is to provide funding to assist in the development and maintenance of a Workforce Development Center System and to provide workforce investment activities that increase the employment, retention and earnings of participants, and increase occupational skill attainment by participants, which will improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation's economy. WIA Adult, Youth and Dislocated Worker Service Providers will provide WIA services as authorized under the Workforce Investment Act of 1998 (P.L. 105-220) and in accordance with Workforce Investment Act; Interim Final Rule, 20CFR Part 652, et al., the Regional Customer Service Plan, and the Workforce Development Center System Handbook.

### **Budget Summary**

The source of funding for WIA is a federal allocation from the U. S. Department of Labor.

Detailed budget information for the region is attached to this section.

### **Special Provisions**

The maximum amount of funds available for administration is 10% of the budget amount for the WIA Formula Adult, Youth, and Dislocated Worker programs.

At least 30 percent of each program year's Youth service budget must be expended for out-of-school youth.

All of the Statewide Activity (SWA) funds are services funds.

All WIA funds must be expended by the end of the first year after the year of allocation. Funds not expended in the two-year time period may be reallocated to Regions that expend all of their funds.

Expenditures for the Youth Summer Component must be tracked and reported separately, in addition to being included in the Youth services cost category.

For WIA and JTPA carryover Financial Status Reports, reports are due into IWD no later than the 20<sup>th</sup> of the month following the period being reported on. For the JTPA Closeout funding, which appears in the Budget Summary, a report for July-August, 2000 and another for September-October, 2000, are due within 20 days after the end of those time periods respectively.

A request for funds shall be made through the electronic wire transfer system. The amount requested must appear on the Funds Verification form and sent to Budgeting and Reporting, through e-mail, on Monday of each week. The actual transfer of funds shall be done by IWD on the Friday of each week. This schedule is subject to change, depending on when holidays may occur within a given week. IWD will notify the Grantee, in advance of such occasions.

Close-out reports are due into IWD no later than 45 days after the last day of the month in which a Program Year's funds are completely expended.

If there are discrepancies between policies in the Workforce Investment Act of 1998 (P.L. 105-220), the Workforce Investment Act; Interim Final Rule, 20CFR Part 652, et al., the Iowa Administrative Rules, the Workforce Development Center System Handbook, and the Articles of this grant, the other sources take precedence over the Articles, in the order listed above.

No person may be placed in a WIA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual. However, if a state or local legal requirement regarding nepotism is more restrictive than this provision, that state or local requirement must be followed.

#### Nepotism

MASTER CONTRACT #  
EFFECTIVE DATE  
SUB.MOD. DATE  
SUB. MOD. NUMBER

1-W-11-FR-0  
July 1, 2000

SUBSECTION # [ P0 ]  
BUDGET SUMMARY  
PROMISE JOBS PROGRAM (CFDA # 93.558)

TOTAL SUBSECTION # [ ] AMOUNT \$1,896,076

Budget 7-1-00 to 6-30-01	Budget 7-1-01 to 6-30-02	Budget 7-1-02 to 6-30-03	Budget 7-1-03 to 6-30-04	Budget 7-1-04 to 6-30-05	Total
<b>PROMISE JOBS</b>					
Contractor Staff:					
PJ Basic Funding	\$1,524,299	\$0	\$0	\$0	\$1,524,299
Life Skills Funding	71,577	0	0	0	\$71,577
Mentoring Funding	66,000	0	0	0	\$66,000
Self Sufficiency	234,200	0	0	0	\$234,200
Other	0	0	0	0	\$0
<b>Subtotals</b>	<b>\$1,896,076</b>				<b>\$1,896,076</b>

Financial Status Reports are due by the 20th of the following month.

## Work Statement

### PROMISE JOBS SUBSECTION

The purpose of this subsection is to provide the structure for PROMISE JOBS (PJ) services to be provided to Family Invest Program (FIP) participants and for payment of costs for these services. The Local FJ Grantee will provide PJ services as authorized under AGREEMENT NUMBER DEA00-016 BETWEEN THE IOWA DEPARTMENT OF HUMAN SERVICES AND IOWA WORKFORCE DEVELOPMENT FOR PROMISE JOBS, WELFARE-TO-WORK AND SELF-SUFFICIENCY GRANTS PROGRAMS SERVICES. The services will be delivered in accordance with the PROMISE JOBS Provider Manual, the PROMISE JOBS Local Service Plan, and the Local Plan for Family Self-Sufficiency Grants (FSSG).

The source of funding for the PROMISE JOBS program is a contract with the Iowa Department of Human Services and contains federal and state funds. The funds are available on a State Fiscal Year basis (July - June).

Detailed budget information for the Grantee is attached to this subsection. The Grantee must maintain separate tracking and reporting capabilities for each of the budget line items listed.

## Special Provisions

### Program Goals

1. Increase the number of families that leave the Family Investment Program with earnings.
2. Increase the average wage of families leaving the Family Investment Program.
3. Increase the number of families that do not return to the Family Investment Program for at least one year.
4. Meet the federal all-family work participation rate. Meet the federal two-parent work participation rate.

### Replacement of Grantee's Staff

Pursuant to a request from the Department of Human Services, community-based through Iowa Workforce Development, the Grantee will take appropriate disciplinary action to remove and replace personnel it assigns to perform service under this Agreement. Such actions would be taken in accordance with applicable collective bargaining agreements and personnel policies. Any such request from the Department of Human Services must be based upon reasonable objection related to the performance and/or interpersonal relationship issues of the personnel involved, and will not be requested for arbitrary reasons. The Department of Human Services will provide such requests with supporting justification in writing to Iowa Workforce Development.

Monthly Financial Status Reports (FSR) must be prepared according to the categories identified on the FSR. Expensesiture reports are due by the 20<sup>th</sup> of the month following the period being reported. Closeout reports are due by August 15<sup>th</sup> of each year.

A request for funds shall be made through the electronic wire transfer system. The amount requested must appear on the Funds Verification form and sent to Budgeting and Reporting, through e-mail, on the 2<sup>nd</sup> Monday of each month. The actual transfer of funds shall be done by IWD on the 4<sup>th</sup> Friday of each month. This schedule is subject to change, depending on when holidays may occur within a given week. IWD will notify the Grantee, in advance of such occasions.

Grantees and sub-recipients shall safeguard DHS client information in accordance with the Iowa Administrative Code (Part 441, Chapter 9) and the Iowa Department of Human Services Employee's Manual I-C "Confidentiality and Records".

MASTER CONTRACT # 1-W-11-FR-0  
EFFECTIVE DATE July 1, 2000  
MOD. DATE  
MOD. NUMBER

**SUBSECTION # [ S0 ]  
BUDGET SUMMARY  
STRATEGIC WORKFORCE/NEW EMPLOYMENT OPPORTUNITY FUND**

**TOTAL SUBSECTION # / ] AMOUNT: \$239,972**

	Budget 7-1-00 to 6-30-01	Budget 7-1-01 to 6-30-02	Budget 7-1-02 to 6-30-03	Budget 7-1-03 to 6-30-04	Budget 7-1-04 to 6-30-05	Total
<b>SWD</b>						
	39,972					
<i>Total</i>	\$39,972	1)				\$39,972
<b>NEOF</b>						
Youth	\$0	\$0	\$0	\$0	\$0	\$0
Other	200,000	0	0	0	0	0
<i>Total</i>	\$200,000	2)	\$0	\$0	\$0	\$200,000

- 1) \$ 66,588 Matching requirement
- 2) \$125,000 - Minority Youth Project
- 75,000 - Ex-Offender Project

## **STRATEGIC WORKFORCE DEVELOPMENT FUNDS SUBSECTION**

### **Work Statement**

Strategic Workforce Development Funds are made available to Iowa's Strategic Workforce Development Regions for the development and maintenance of a workforce sufficient in size and skill to meet occupational demands.

### **Budget Summary**

The source of monies for the Strategic Workforce Development Fund (SWDF) is a state appropriation with the funds allocated to regions based on population. The Iowa General Assembly has granted nonreversable authority and unsupplied funds from State Fiscal Year 2000 appropriations are carried over into State Fiscal Year 2001.

### **Special Provisions**

Funds expended from the SWDF must be done so in accordance with the Iowa Administrative Code, chapters 10, 11, and 15. SWDF monies committed to grantees under contract that remain unexpended on June 30, 2000, shall not revert to any fund but shall remain available for expenditures of the contract during the fiscal year beginning July 1, 2000. Matching funds equal to 100% (dollar for dollar) are required during the fiscal year beginning July 1, 2000. If the Grantee on these funds under or over-matched expenditures from the SWDF fund suppropriation expenditures. If the Grantee that the 100% requirement is met for the two year's combined summary pages to ensure that the 100% requirement is met for the two year's combined

Suppropriation expenditures. Expenditure reports are due by the 20<sup>th</sup> of the month following the period being reported. Closeout reports are due by August 15<sup>th</sup> of each year.

A request for funds shall be made through the electronic wire transfer system. The amount requested must appear on the Funds Verification form and sent to Budgeting and Reporting, through e-mail, on the 2<sup>nd</sup> Monday of each month. The actual transfer of funds shall be done by IWD on the 4<sup>th</sup> Friday of each month. This amount requested must be reimbursed for the previous month's actual cash expenditures. This schedule is subject to change, depending on when holidays may occur within a given week. IWD will notify the Grantee, in advance of such occasions.